



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

**GAIL FARBER, Director**

October 25, 2011

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

10 October 25, 2011

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**WEST COAST BASIN BARRIER PROJECT TELEMTRY SYSTEM PHASE 2 AUTOMATED  
DATA ACQUISITION AND TELEMTRY SYSTEM  
ASSIGNMENT AGREEMENT  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ( )  
DISAPPROVE ( )**

**SUBJECT**

This action is to authorize assigning an existing contract with Moore Electrical Contracting, Inc., to Leed Electric Inc., for the installation and implementation of an Automated Data Acquisition and Telemetry System that will enable the County of Los Angeles Department of Public Works to remotely collect, store, analyze, and present status information on operational conditions at facilities associated with the West Coast Basin Barrier Project.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Award and delegate authority to the Chief Engineer or her designee, on behalf of the Los Angeles County Flood Control District, to assign the existing contract with Moore Electrical Contracting, Inc., to Leed Electric, Inc., for the installation and implementation of an Automated Data Acquisition and Telemetry System for the West Coast Basin Barrier Project. The existing contract has a remaining contract amount of \$2,586,853. Funds for this project were allocated in the Fiscal Year 2009-10 Los Angeles County Flood Control District Fund Budget.

The existing contract terms will apply with a contract period of two years commencing upon the date stipulated in the original Notice to Proceed with one 1-year renewal option, not to exceed a potential maximum contract term of three years. The original Notice to Proceed date to Moore Electrical Contracting, Inc. was July 12, 2010. Moore Electrical Contracting, Inc. proceeded to work on the project until April 21, 2011. From that date until the date to be specified in the Notice to Proceed to Leed Electric, Inc., there has been and will have been no work done on the project and this time period should not be counted as part of the potential maximum contract term of three years.

2. Delegate authority to the Chief Engineer or her designee to renew the contract; execute change orders for unforeseen, additional work within the scope of the contract, including the use of contingency funds; and cancel or terminate the contract if it is in the best interest of the County to do so.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to facilitate installation and implement an Automated Data Acquisition and Telemetry System (System) for the West Coast Basin Barrier Project (WCBBP). On June 29, 2010, the County of Los Angeles (County) and Moore Electrical Contracting, Inc. (Moore), entered into a contract to install a System for the WCBBP, for a total contract amount of \$3,410,000. However, on April 21, 2011, Moore informed the County that they were closing their business. Forty-two percent of the project material was purchased and thirty percent of the System was installed. Moore has been paid in full in the amount of \$823,147 for material and services completed. This includes final payments of \$49,306.67 to Leed Electric, Inc. (Leed), and \$169,503.92 to Soffa Electric, Inc. (Soffa). These payments were both assigned in writing by Moore from money which the County owed to Moore on the project, for a total assignment to Leed and Soffa from Moore of \$218,810.59.

The project subcontractors demonstrated to the County Department of Public Works (Public Works) that they could complete the project with the remaining scope of work and funds. After discussions and meetings with County Counsel and Public Works, it was determined that Leed could assume the existing contract by way of an executed supplemental agreement to assign the contract from Moore to Leed. Once the contract is assigned to Leed and the project is completed, the System will enable Public Works to remotely and more efficiently collect, store, analyze, and present status information on operational conditions at WCBBP injection and observation wells. The System will transmit the data directly to Public Works Headquarters in real time, where engineers will be able to evaluate the information and improve the operational efficiency of the WCBBP in order to protect the groundwater from seawater intrusion.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended actions will help achieve these goals by maximizing the collection of accurate and timely data to ensure that the County's groundwater supply is protected from seawater intrusion.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

This work is for a remaining contract amount of \$2,586,853, which includes \$310,000 for contingencies that may arise during the progress of the work. Funding for this contract was allocated in the Fiscal Year 2009-10 Los Angeles County Flood Control District Fund Budget and is being carried over into Fiscal Year 2011-12. Additional work within this allowance will not be performed without prior written authorization from the Chief Engineer or her designee.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Leed, located in Norwalk, California, is the recommended subcontractor to assume the existing contract. The existing contract terms will apply. With your Board's delegated authority, the Chief Engineer or her designee may renew the contract for one 1-year renewal period, not to exceed a potential maximum contract term of three years. The County Chief Information Officer (CIO) has reviewed the Assignment Agreement between Leed and the County and determined there are no technology issues. A revised CIO Analysis was not provided because the assignment of the existing contract does not materially affect the contract from a technology perspective. Leed is in compliance with the contract requirements of the Chief Executive Officer and your Board.

The remaining work to be performed under the Assignment Agreement includes programming of commercial off-the-shelf software; the installation of cables, instrumentation, and sensors within the existing facilities; and one-year of maintenance and support from the date of Public Works' final acceptance to ensure that all instrumentation and system components are integrated and properly functioning.

The assignment of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

### **ENVIRONMENTAL DOCUMENTATION**

On March 29, 2005, Item No. 65, your Board found this project categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1, Subsection (e), of the revised County Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

**CONTRACTING PROCESS**

On January 28, 2010, Public Works, acting on behalf of the Los Angeles County Flood Control District, issued a Request for Proposals (RFP) to 97 firms and 46 Chambers of Commerce for consultant services to install and implement a System for the WCBBP. Three firms responded to the RFP. An evaluation committee, comprised of staff from Public Works, evaluated the proposals and determined that Moore was the most qualified proposer for the project. The evaluation was based on technical expertise, proposed work plan, experience, personnel qualifications, and understanding of the work requirements. The evaluation was completed without regard to race, creed, color, or gender. The County CIO recommended approval of the contract and included a CIO Analysis with the Board letter filed for the June 9, 2010, Board hearing. On June 29, 2010, the County and Moore entered into a contract to complete the work. After Moore unexpectedly closed their business on April 21, 2011, it was determined that Moore's subcontractor, Leed, could capably complete the existing contract with no lost time or cost increase to the County. Upon your Board's approval an Assignment Agreement approved as to form by County Counsel (Enclosure A) will be used to assign the contract from Moore to Leed.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and the requirement that consultants demonstrate their good faith efforts to utilize CBEs. Leed is aware of Public Works' CBE Outreach Program and its proposed CBE participation is on file with Public Works.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The assignment and implementation of the existing contract, from Moore to Leed, will enable Public Works to remotely collect, store, analyze, and present status information on operational conditions at WCBBP injection and observation wells to ensure that the County's groundwater supply is protected from seawater intrusion.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Water Resources Division.

The Honorable Board of Supervisors

10/25/2011

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Respectfully submitted,



GAIL FARBER

Director



RICHARD SANCHEZ

Chief Information Officer

GS:CS:vr

Enclosures

c: Chief Executive Office (Rita Robinson)  
County Counsel  
Executive Office  
Chief Information Office (John Arnstein)  
Department of Public Social Services  
(GAIN/GROW Program)

# ENCLOSURE A

## ASSIGNMENT AGREEMENT

Subject: WEST COAST BASIN BARRIER PROJECT  
TELEMETRY SYSTEM PHASE 2, CONTRACT PW13380  
LEED ELECTRIC, INC.

THIS ASSIGNMENT AGREEMENT (Agreement) made and entered into this 5<sup>th</sup> day of OCTOBER, 2011.

WHEREAS, the parties to this assignment agreement are: Moore Electrical Contracting, Inc. (Moore); Leed Electric, Inc. (Leed); Soffa Electric, Inc. (Soffa); and Brian Testo Associates, LLC (Testo); and

WHEREAS, on June 29, 2010, the County of Los Angeles and Moore entered into an Agreement for the latter to provide to the former specialized services to improve the efficiency of the West Coast Basin Barrier Project by installing a state of the art Automated Data Acquisition and Telemetry System; and

WHEREAS, Moore, is going out of business; and

~~WHEREAS, on about April 15, 2011, Testo acquired certain assets of Moore; and~~ BT, 10-5-2011

WHEREAS, Leed and Soffa have been working on this project under Moore as subcontractors of Moore; and

WHEREAS, Leed agrees to assume all the contractual duties, rights, and obligations of Moore and agrees to the assignment and transfer of all right, title, obligation, and interest of Moore in the AGREEMENT FOR CONSULTANT SERVICES Contract PW13380, dated June 29, 2010, as well as its obligations and liabilities thereunder; and

WHEREAS, Soffa has agreed to be the subcontractor to Leed in the completion of this project, pursuant to the terms of its original subcontract with Moore;

NOW THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto that the above-numbered CONTRACT is hereby assigned from Moore to Leed with Soffa as subcontractor, and the County consents to the assignment of the CONTRACT. As of Oct. 5, 2011, Moore hereby assigns, transfers, and sets over unto Leed all of the undersigned's rights, title, contractual obligations and interest in and to the CONTRACT. The undersigned, Leed, hereby assumes all of the debts and obligations of Moore under said CONTRACT as of Oct. 5, 2011, and agrees to fully and faithfully perform each and every term, covenant, and condition thereof.

(Not including  
Testo  
BT, 10-5-2011

**FURTHER, IT IS MUTUALLY AGREED by and between the parties hereto that the County has paid the parties for services rendered under the contract, from the money which it presently owes to Moore under the contract as follows:**

**Moore to be paid the amount of \$0.00;**

**Leed to be paid the amount of \$49,306.67;**

**Soffa to be paid the amount of \$169,503.92; and**

**Testo to be paid the amount of \$0.00.**

**The parties agree that they are not owed any other amount by Moore or County under the contract.**

**The provisions of said original CONTRACT shall remain in full force and effect except as modified herein. The total CONTRACT not to exceed fee remains unchanged.**

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Deputy Director  
Department of Public Works

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By: \_\_\_\_\_  
Deputy

MOORE ELECTRICAL CONTRACTING,  
INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

LEED ELECTRIC, INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

SOFFA ELECTRIC, INC.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

BRIAN TESTO ASSOCIATES, LLC

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

(only as to the  
referenced  
payment of  
page 2 of 3)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On Oct. 7, 2011 before me, Annette Iribarren Notary Public  
Date Here Insert Name and Title of the Officer

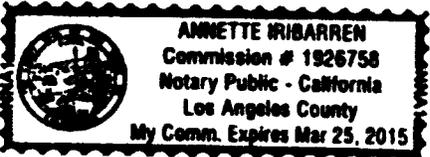
personally appeared Rusty Moore  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Annette Iribarren  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On OCT-6-2011 before me, Annette Iribarren Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared EDWARD SEDITA  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Annette Iribarren  
Signature of Notary Public



Place Notary Seal Above

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Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On Oct. 6, 2011 before me, Annette Iribarren - Notary Public  
Date Here Insert Name and Title of the Officer

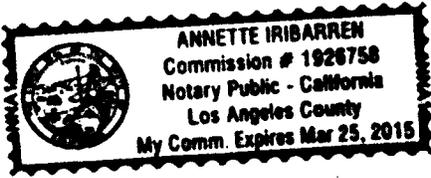
personally appeared DANILO BANEZ  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Annette Iribarren  
Signature of Notary Public



Place Notary Seal Above

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**Description of Attached Document**

Title or Type of Document: ASSIGNMENT AGREEMENT

Document Date: OCT. 5, 2011 Number of Pages: 3

Signer(s) Other Than Named Above: —

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: DANILO BANEZ

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: GENERAL MGR.

Signer Is Representing: SOFA ELECTRIC INC



Signer's Name: —

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles }

On Oct 5, 2011 before me, Annette IRIBARREN - Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared BRIAN TESTO  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

